The New-York Times.

VOL. VIII.....NO. 2320. NEW-YORK, FRIDAY, FEBRUARY 25, 1859. PRICE TWO CENTS.

ONE WEEK LATER FROM EUROPE.

Arrival of the Canada at Halifax.

OPENING OF THE FRENCH LEGISLATURE.

Important Speech of the Emperor Napoleon.

Continuation of War Preparations.

DEPRESSION IN THE MONEY MARKETS.

A New Loan Authorized in Sardinia.

Advance in Cotton—Breadstuffs Dull—Provisions Firm.

CONSOLS 95 3-8@95 1-4.

By the American Telegraph Company's Line—Office No. 8 Wall street.

HALIFAX, Thursday, Feb. 24.

The R. M. steamship *Canada*, Capt. LANG, from Liverpool at 2 o'clock on the afternoon of the 12th inst., arrived here at 6½ o'clock this evening. Her dates are one week later than those already received.

The *Canada* reports that on the 13th inst. she passed the Bocca of Fastnet.

The steamship *City of Washington*, from New-York, arrived at Liverpool at 1 o'clock in the afternoon of the 11th inst.

The steamer *Fulton* sailed for New-York on the 9th inst. and took out the news that the steamship *Niagara* reached Liverpool at 6 o'clock on the morning of the 7th inst., and the *Jura* at noon, on the same day.

The session of the French Legislature opened on the 7th inst., with an important speech from the Emperor. He commenced by referring to the existing agitation, stating that it was excited without any apparent and imminent danger, and after expressing regret at the disquietude and pointing to his peaceful policy as a proof of his moderation, he proceeded as follows:

"To-day it is my duty to explain again to you that which it appears to me you have forgotten. What topic ever been my principles? To reassure Europe, to restore France to her true rank among the nations, to connect closely our alliance with England, and to negotiate with the continental powers of Europe the actual of our relations according to the conformity of our views and the nature of their relations towards France. It was in that spirit that, on the eve of my third election, I made at Bordeaux this declaration, "The Empire is peace." I was anxious to prove by that expression that although the heir of NAPOLEON I had ascended the throne, he would inaugurate a system which could only be disturbed for the purpose of defending great national interests. With respect to the alliance with England, I have used all my perseverance to consolidate it; and I have found on the other side of the channel a happy reciprocation of sentiment on the part of the Queen as on the part of all statesmen of every shade of opinion. Also, to attain that end so valuable to the peace of the world have I thrown aside all opportunities of reviving irritating remembrances of the past, the calumnious attacks dictated by prejudice, even the national antipathies of my own country. This alliance has borne its fruits. Not only have we acquired, together, lasting glory in the East, but at the extremity of the world we have just opened an immense empire to the progress of civilization and of the Christian religion.

"Since the establishment of peace, my relations with Russia have assumed a character of the frankest cordiality, because we are agreed upon all the points in dispute.

"I am equally justified in congratulating myself on my relations with Prussia, which have never ceased to be animated with mutual good will.

"The Cabinet of Vienna and that of France, on the contrary, I speak it with regret, have disagreed upon important questions, and it required a most conciliatory spirit to succeed in arranging them. For instance, the reconstruction of the Danubian principalities has not been completed without many difficulties which diminished the full satisfaction of their most legitimate desires, and if I were asked what interest France has in those distant countries watered by the Danube, I should reply, that the interest of France is everywhere where there is a just cause, and where civilization ought to be made to prevail.

"In this state of things there is nothing extraordinary that France should draw close to Piedmont, which proved herself so devoted during the war, so faithful to our policy during peace. The happy union of my well-loved cousin Prince NAPOLEON, with the daughter of King VICTOR EMANUEL, is not one of those unusual facts to which some hidden reason must be attributed, but the natural consequence of the community of interests of the two countries, and of the friendship of the two Sovereigns.

"For some time past the state of Italy and her abnormal position where order cannot be obtained except by foreign troops, gives just cause of anxiety to diplomacy. This, however, is not a sufficient motive to give rise to the belief in war. Some may invoke with all their hearts with legitimate reason and others interested exaggerated fears, endeavor to show to France the dangers of a new conflict, but I shall remain firm and invariable in the path of right and justice, and of national honor, and my Government will not allow itself to be led away or intimidated, because my policy will never be provocative or pusillanimous. For be them as them, these false alarms, these unjust suspicions, these interested apprehensions, as peace, I hope, will not be disturbed. Resume then calmly the usual course of your labors. I have explained to you the state of our foreign relations and this explanation corresponds with all that I have made known during the last two months both at home and abroad. You will, I flatter myself, find that my policy has never ceased to be otherwise than firm but conciliatory. Therefore I confidently rely upon your support as well as upon that of the nation that has entrusted its fate to me. It is well known that never shall personal interest or petty ambition guide my actions.

"When supported by popular sentiment, we ascend a throne and acquire so grave a responsibility, we rise far above that turbulent region, where vulgar interests are debated, and the first motives of our actions, as our last judges are: "God, Conscience and Posterity."

The speech was variously commented on by the press, notwithstanding its pacific language, its effect on funds was not favorable. Prior to the delivery of the speech, on the 7th, the Paris Bourse was excited and buoyant, and the Rentes advanced one to one-and-a-half per cent. Subsequently a decline took place, and after the publication of the speech the Rentes were quoted only one quarter higher than on the previous day.

The London Exchange sympathised with Paris. Consols, before the speech, advanced one-half, but a reaction ensued, and they closed only a quarter higher. On the following day both markets fluctuated slightly, and a firmer tone prevailed.

The Calcutta mail of Jan. 9, reached Spez on the 8th. The news was unimportant. Market quiet. Freights rising. Exchange 2s. @2s. 1½d.

Hong Kong dates were to Dec. 30. Freights were lower. Exchange 4s. 7d.@4s. 7¾d.

Exchange quotations show an alteration in favor of England of three per cent. at Shanghae, and of 2½ per cent. at Hong Kong.

Rumors were current of an English loan of five or six millions sterling for reconstructing the Navy.

The continental news mostly had reference to the effect of the Emperor's speech, which was generally slightly favorable.

The Canada's News.

The news proper by the *Canada* is as follows:

GREAT BRITAIN.

In the House of Lords, on the 10th inst., Earl STRADBROKE asked the Foreign Secretary whether the election of one person to fill the office of Hospodar in the Danubian principalities instead of two, was not inconsistent with the spirit of the convention entered into at Paris last year.

Earl MALMESBURY said it would be inconvenient to answer the question. The Conference would again reassemble and determine the interpretation of the various clauses of the Convention, and it would be improper to attempt to anticipate the decision in the Commons.

Lord STANLEY gave notice of a bill for raising money in England for the service of the Indian Government.

Mr. DALLAS gave a dinner to Lord LYONS, the newly appointed Envoy to Washington, which was likewise attended by the Brazillian, Swedish and Danish Ministers, Mr. FITZGERALD, Under Secretary of State, and other prominent gentlemen.

The *Daily News* says that the Government has given orders for constructing sixteen engines, destined for war steamers.

The Discount Market continued steady, and the supply of money abundant. The rates for first-class bills were 2@2¼ per cent.

It was reported that the Peruvian Government were about to seek in London a new loan of ten millions sterling, redeemable within five years—the whole of the guano revenue being mortgaged for its repayment. The liquidation of the existing foreign debt of Peru, £5,400,000, is said to form par of the scheme.

The ships *Norfolk*, with £160,000, and the *Clutha*, with £48,000, had arrived from Australia.

The Stock Exchange was comparatively steady, but without material improvement, the fluctuation of the three days being scarcely one-quarter per cent.

LATEST BY TELEGRAPH.

LONDON, Saturday, Feb. 12.

The *Daily News* City Article of Friday evening says the public encouraged in every quarter are neutralized by the increased warlike preparations on the Continent. The Stock Market to-day was weak, and the funds declined ¼d., while English and other descriptions of railway shares showed a drooping tendency. The rates in the discount market to-day were 2¼@2¾ per cent.

The *Times* City Article says that accounts from Turin are still regarded with anxiety. The English funds opened without attention, and experienced little change throughout the day; the slight movement that took place, however, showed an adverse tendency. The delivery of the China letters caused some speculative inquiry in the market, which had previously become stronger.

The *Daily News* says the rumored delay in the production of Mr JOHN PAKINGTON'S plans for providing for the defence of the country by the Navy is caused by important differences of opinion within the Cabinet. It is also again asserted that an extensive system of fortifications has received the partial sanction of the Government. The plan consists of a series of fortifications, placed at intervals along the seaboard.

FRANCE.

Paris letters continued to dilate upon the Emperor's speech. The *Times* correspondent says: "If any slight change supervened upon reflection, it is perhaps more in favor of a pacific, than warlike interpretation. The same uncertainty prevailed, but without any increased alarm.

The same authority says that the allusions to peace in COUNT DE MORNY'S speech to the Legislative Corps, received with reiterated cheers.

The number of ships-of-war in Commission in the French ports was 200.

The latest correspondence of the London Press looks warlike. There was great diversity of opinion, and it is believed that hostilities will commence before the end of the year. The *Herald's* letter says that affairs stand just as they did before the Emperor's speech. Great difficulty exists, and if diplomacy fails, war must ensue.

The *Daily News* says the latest rumors are altogether warlike.

Six floating batteries are to be constructed in the French ports, to be navigable like ships.

The Paris Bourse on the 9th opened buoyantly and advanced one-half per cent.; but a reaction took place, and the advance was nearly all lost. On the 10th the market opened firm, but closed dull and lower. On the 11th the market was dull and depressed, the appearance of a pamphlet by GUIARDIN, entitled *La Guerre*, causing some uneasiness. The Three per Cent. declined a quarter, closing at 68f. for Money, and 67f. 95c. for Account.

The monthly returns of the Bank of France show a decline in specie of 1,000,000 francs, and an increase in deposits of 1,500,000 francs.

SARDINIA.

After a stormy discussion the new loan for fifty million lire was voted by the Sardinian Chamber of Deputies, by 116 Yeas, 35 Nays. The following is a summary of Count CAVOUR'S speech respecting the new loan: Our policy has been at all times national, never of a revolutionary character. Austria has lately taken a menacing attitude towards us—has increased her military defence at Placen Sea—has collected very large forces on our frontier—therefore, the necessity arises for us to look for means of defence. Our policy is not defiant—we will not excite war, neither will we lower our voice when Austria arms herself and threatens us.

SPAIN.

In the Lower Chamber a Deputy asked the Government if it knew anything of the bill presented in the United States Congress relative to the purchase of Cuba, and if it would communicate to the Chamber any correspondence which might have taken place with France and England on the subject.

The Minister of Finance replied that he could not answer the inquiries without consulting his colleagues.

RUSSIA.

It was stated that the Russian Army would shortly be concentrated on the Austrian Government frontier, and that the tone of the Russian journals towards Austria were daily becoming more severe.

INDIA AND CHINA.

The Calcutta mail of Jan. 9, and Hong Kong of Dec. 30, had reached England, and the American portion of the same is on the *Canada*.

The campaign at Oude was considered nearly over. The rebels were hopelessly beaten everywhere.

The Governor General had issued a decree for disarming the whole of Upper India.

Small fortifications are to be erected at every station in the northwest seas, to render the seizure of treasure simultaneous, and the massacre of Europeans both difficult and dangerous.

The Calcutta produce market was inactive. Saltpetre was firmer; imports were quiet and stocks increasing. Freights were gradually improving.

The latest telegram old Ceylon reports an improvement in Manchester goods.

At Foo-Chow-Foo, tea had further advanced; the supply was slow, and sold readily.

At Shanghae, also, a rise was established and the tea men were holding for still higher rates.

Commercial Intelligence.

LIVERPOOL MARKETS.

COTTON—The *Brokers' Circular* states the sales of the week at 67,000 bales, of which 9,500 were on speculation, and 3,500 for export. All qualities had advanced ⅛d., owing to the improved tone of European politics and the favorable advices from India. The market was active on Friday, and under sales of 10,000 bales, of which 2,000 were on speculation and for export, prices closed firm. The following are the authorised quotations: Fair Orleans, 7 1-16d.; Middling Orleans, 6 15-16d.; Fair Mobiles, 7 3-16d.; Middling Mobiles, 6 13-16d.; Fair Uplands, 6 15-16d.; Middling Uplands, 6¼d. The stock in port was estimated at 397,500 bales, of which 235,000 were American.

Some Circulars quote the advance at 1-16d.@3-16d.

Latest.—LIVERPOOL, Saturday, Feb. 12—2 P. M. Cotton is again slightly higher, and the market closes with an upward tendency. The sales to-day are 15,000 bales, of which 5,000 are on speculation and for export. Middling Orleans, 7d.

The advices from Manchester are favorable. Prices of India goods were firm and advancing.

BREADSTUFFS—(All quotations are ₱ 100 lbs.)—Messrs. RICHARDSON, SPENCE & Co. quote Flour dull, and prices nominal; choice qualities scarce, American, 10s.@12s. Wheat very dull, and rates easier, though quotably unchanged; Red Western, 8s. 9d.@9s. 3d.; White do., 8s. 7d.@10s.; White Southern, 10s. @10s. 9d. Corn quiet; mixed and Yellow, 6s. 10d.@6s. 2d.; White, 7s.@7s. 4d.

Latest.—LIVERPOOL, Feb. 12, 2 P. M.—The Breadstuff market is dull.

PROVISIONS.—Messrs. BIGLAND, ATHYA & Co., RICHARDSON, SPENCE & Co., and JAMES MCHENRY quote Beef firm, with a good demand; extra prime Mess, 60s.@62s.; India Mess, 95s.@102s. 6d. Pork firm, with sales at full prices. Bacon quiet, and the stock on hand inferior and difficult to sell. Lard firm, but quiet, at 60s.@61s. Tallow firm; Butchers', 54s; Cheese advanced 2s., chiefly on fine qualities.

LARDNER—LIVERPOOL, Feb. 12—2 P. M.—The Provision market is steady.

LONDON MARKETS.

BARING'S Circular quotes Breadstuffs dull but steady Iron is not mentioned. SUGAR buoyant. Tea declined ½d., but subsequently recovered; Congou, 1s. 1d. Corn quiet but firm. RICE steady. The Incso sales opened at rates barely maintaining previous prices, but became firmer, owing to large withdrawals. LINSEED CAKES in fair demand; New-York, £10 5s.; Boston, £9 15s. LINSEED OIL, 30s.@30s. 9d. SEAL OIL, £36@£36 10s. SPERM OIL, £98@£100. TALLOW quiet at 53s. 3d. SPIRITS TURPENTINE firm at 41s. 6d.@42s. Crude do., 11s.

MONEY.—The London Money market was generally unchanged.

Consols closed on the 11th at 95¾@95⅝ for money and account.

The Bullion in the Bank had increased £167,000.

BARING BROTHERS quote Bar Silver 5s. 1¾d.; Dollars, 5s. 1d.

LATEST—LONDON, Feb. 12—NOON.—Consols, 95⅝@95¾, closing depressed.

AMERICAN STOCKS.—Messrs. BARING BROTHERS quote a quiet market for American Securities:

United States 6s of 1874 offered at	95 @ —
Pennsylvania 5s	82¾@ —
Pennsylvania Central 5s 1st mort	91 @ 92
Pennsylvania Central 6s, 2d mort	82¾@ —
New-York Central 6s	85¾
Illinois Central Shares	56 discount.
United States Sixes, Bonds, '68	100 @102
United States Fives	91 @ 91¾
Alabama Fives, Bonds	90 @ 93
Kentucky Sixes	90 @ 93
Maryland Fives, Bonds	95 @ 96
Massachusetts Fives, Bonds	103¾ @104¾
Mississippi Fives, Union Bank Bonds	14 @ 16
Ohio Sixes of '70	95 @ 97
Pennsylvania Fives	83 @ 84
Pennsylvania Fives, Bonds of '77	93 @ 97
Tennessee Sixes, Bonds	84 @ 86
Virginia Sixes, '66	90 @ 93
Virginia Fives, '90	84 @ 86
Boston City 6s	90 @ 93
Boston City 4½s	93 @ 95
Montreal City 6s	80 @ 83
Illinois Central, 7s Freelands 1860	82 @ 86
Illinois Central 7s	75 @ 85
Illinois Central 6s	77 @ 80
Illinois Shares	34 @ 34
Michigan Central 6s, 1869	85 @ 87
Michigan Central Shares	45 @ 50
New-York Central 6s	84 @ 87
New-York Central 7s	93 @ 96
New-York Central Shares	77 @ 80
Erie Railroad 7s, convt	39 @ 42
Erie Railroad 7s, Sinking Fund	39 @ 43
Erie Railroad 7s, 2d mtg	70 @ 72
Erie Rail Stock	13 @ 15
Panama R. Bonds, 1859	100 @102
Panama R., 1865	95 @ 97
Pennsylvania Central 6s, 1st mtg	90 @ 92

In the circular of E. J. SAUNDERS & WAITE it is stated that the imminence of Continental troubles has stimulated a disposition to invest in current United States Stocks, and in the best class of American Railway Bonds.

The *Times* of Saturday says the market is generally unchanged, and quotes sales of Illinois Central shares at 55¾ discount.

Messrs. BELL & SON report an average business, without quotable change in rates.

HAVRE MARKETS.

For the week including Feb. 8. The Cotton market is firm, sales of the week 3,000 bales; stock 190,000 bales; New Orleans *low ordinaire* 99f. Breadstuffs very dull, and Wheat slightly lower; American Flours nominal. Pot Ashes steady, Pearls dull. Coffee quiet. Rosin tending upward. Oils steady; Whale tending upward. Rice quiet, but firm for Carolina. LARNDUFF, WHEELWRIGHT & Co. nominal.

Passengers.

Miss MOIR, Hon. John YOUNG, Richard COBDEN, Captain and Mrs. CROSWELL, Mr. and Mrs. MORTIMER and infant, Mrs. ADAMS, Mrs. and Miss SHERWOOD, Miss MCKENNA, Messrs. MCGEE, KERR, CONDELL, KIMMER, BRUCE, SAMUEL, WOODWORTH, GODFREY, MELANIA, THOMAS, KIRKLAND, SIMON, ERNI, GASSETT, STEVENSON, BRANDON, GORDON, ARAFFIES, MCERVEY, DAWSON, JACOBUS, MACFARLANE, DEGO, PALMER, BROWN, WILSON, LEISHMAN, WHITE, ADAM, BRAMWELL, TEL, MITCHEL, TOOLE, JONES, BROWN, TROUM, MORTIMER, SHERWOOD, GIELDWICK, SMITH, MCKENNA, LIND, KINGTON, EDMINSTON, SPENCE, TOWART.

IMPORTANT FROM WASHINGTON.

Majority and Minority Reports from the Sherman Investigating Committee.

THE REPORT OF THE NICHOLS COMMITTEE.

Loss of the Post-Office Appropriation Bill in the House.

Senor Mata to be Received as the Mexican Minister.

The European War Question—The President's Special Message—The Tariff Question, &c.

Special Dispatch to the New-York Times.

WASHINGTON, Thursday, Feb. 24.

The Administration is in the receipt of letters from a high official source in Europe, expressing the opinion that a general war is almost certain. Popular opinion in England is opposed to war, but if forced to take a part, she will break up the grand alliance and unite with Russia.

Señor MATA arrived in the City to-day. He will be received, and the Juarez Government in Mexico recognized.

Lord NAPIER was informed at the State Department to-day that while our Government had no official information of the ratification of the Cass-Yrissari treaty, they nevertheless believed the rumor to be well founded.

Mr. BUCHANAN is indignant at the indifference of Congress relative to the subject of his late Message. He thinks it unfair to be charged with neglecting American interests in Central America, and when he asks the necessary power to protect these interests, to be charged with wishing to usurp the war-making power of the Government.

The statement in yesterday's *Herald*, that the Printing Investigating Committee had adopted a resolution condemning SHAHAN, the late Superintendent, was premature. No resolution whatever in the case has yet been agreed to.

The Nichols Committee has been waiting all day for an opportunity to report. The Committee will unanimously report the testimony, with a declaration that while they are not willing to propose the expulsion of any member, they recommend the House to take such action as the testimony may be considered to demand. The *Herald's* statement that the Committee exculpates everybody is utterly untrue. Not a single member is prepared to recommend the exculpation of the member accused.

The House to-day practically indicated its determination to pass no appropriation bills until the Tariff bill shall be acted upon. The result surely will be a modification of the Tariff. SICKLES only awaits a convenient opportunity to move a revival of the Tariff of 1846, with the free list of 1857, and specifics on iron.

The Secretary of the Treasury feels sanguine that Congress will provide for the wants of the Government, and says he bases his opinion upon the idea that common sense will combat the action of that body.

The total Treasury receipts for the month of January were $4,000,000.

EZRA CLARK, of Connecticut, has addressed a letter to his constituents announcing himself an independent candidate for reelection. Of course his only expectation is to defeat the regular nominee of the Republican Convention.

XXXVth Congress---Second Session.

SENATE....WASHINGTON, Thursday, Feb. 24.

Nothing of real interest transpired during the morning hour.

Mr. HUNTER'S motion that the Senate meet daily at 11 o'clock was agreed to.

The Chair laid before the Senate a communication from the Secretary of the Interior, inclosing a report of the wagon roads constructed under the authority of the United States.

Mr. BAYARD announced that had he been present last night, he would have voted against Mr. HALE'S amendment.

Mr. FESSE, from the Committee on Printing, introduced a joint resolution authorizing the Superintendent of Public Printing to purchase paper in open market till new contracts can be made, as owing to the failure of the contractors to furnish a supply the printing threatens to be stopped. Adopted.

On motion of Mr. YULEE, the Post Routes bill was taken up. Yeas, 31; nays, 19.

In reply to a question by Mr. HAMLIN, Mr. YULEE said it was the intention of the Post Office Committee to amend the bill by increasing the rates of postage, and to make other reforms to augment the revenue of the department six-and-a-half millions of dollars.

The Post-route bill being taken up in Committee of the Whole, Mr. YULEE offered his amendment, abolishing the franking privilege, and providing for furnishing members of Congress with stamps in lieu thereof to the amount of $150. The right of franking documents is reserved to the Postmaster-General, his first assistant and chief clerk, and to the Auditor of the Post-office Department and his chief clerk, and to certain Ex-Presidents of the United States, and other special cases are provided for by enactment.

The amendment increases the rates of postage from three to five cents for distances under 3,000 miles, and to ten cents for over that distance. For double and treble letters the amount is proportionately increased. The rates for drop and advertised letters are the same. For newspapers, the amount for transit papers in the United States is one cent. Papers are entitled to free delivery in the county where published to actual subscribers.

The second section provides that printed envelopes and wrappers for Government documents be furnished by the Washington City Post-Office, and the said postage to be charged to the particular department forwarding the same.

The third section provides that all matter received at the Department and by Members of Congress, unpaid, shall be charged to the said Department receiving the same, or the appropriate branch of Congress.

The fourth section provides that all mail matter shall be weighed in bulk and charged at the rate of five cents per ounce for letters and twelve cents per one pound for printed matter, and that none of the above provisions shall apply to the transportation or charge for mail matter for the Government, except such as shall be received or sent from the Post-Office in Washington, D. C.

Mr. YULEE then proceeded at length to explain the provisions of the bill and amendments, as reported. He did not propose to make the Department a self-sustaining one, but pointed out where the expenditures might be greatly reduced. He thought that some of the Pacific mail service ought to be paid

Messrs. MASON, TOOMBS, CAMERON, REID, FESSENDEN SMITH and others, spoke in favor of the total abolition of the franking privilege.

Messrs. DAVIS, IVERSON and others, favored this in a modified shape.

Mr. HOUSTON would retain the franking privilege, but raise the rate of postage.

Mr. DIXON offered his amendment, the first section of which abolishes the franking privilege entirely.

Mr. HALE moved an amendment, providing that from the 1st of July franking as a personal privilege shall be abolished, and that persons entitled to frank shall receive their mail matters free.

Lost by Yeas, 19; Nays, 27.

Mr. DAVIS moved an amendment that franking, except to specially privileged persons, shall be abolished, and that the laws, which require prepayment, shall be repealed. Lost, by Yeas, 18; Nays, 26.

Mr. TRUMBULL moved to strike out the clause which retains the franking privilege to Ex-Presidents. Lost.

Mr. HALE moved to strike out the franking privilege from the Post-Office. Carried by Yeas, 16; Nays, 16.

Mr. COLLAMER moved to insert a clause to repeal so much of the acts of March, 1847, and March 1851, as make appropriation to defray the expenses of the franking privilege. Agreed to.

Mr. FITZPATRICK moved to strike out the clause for out of the Treasury specially. The Committee propose to make in this bill a compromise between the Acts of 1845 and 1851, repealing the increase of the rate of postage. Since the passage of the Act of 1851 there had not been an increase in the revenues of the Department commensurate with the increasing population of the country.

Messrs. DIXON, MASON, HALE, IVERSON and others then addressed the Senate.

Mr. IVERSON in the course of his remarks read a curious document showing how many of his speeches each Senator had folded and mailed from the Senate's folding room at the expense of the public. They were folded, mailed and franked but not printed at the public charge.

Which restricts the Postmaster-General to contracting for the conveyance of mails, not passengers. Lost by Yeas, 15; Nays, 26.

Mr. FESSE moved an amendment that no new routers be established unless they will pay expenses. Lost, by Yeas, 9; nays, 32.

Mr. GWIN moved to strike out the clause that limits the pay of postmasters to last years. Lost by Yeas, 19; Nays, 22.

Mr. WILSON moved an amendment that letter postage be three cents for distances under, and five cents for distances over twenty-five hundred miles. Lost, by Yeas, 16; Nays, 24.

Mr. KING moved an amendment that letter postage for all distances within the United States, be the uniform rate of three cents. Lost, by Yeas, 16; Nays 21.

The Committee's amendments were then carried.

The bill was then reported to the Senate, and read a third time, but the Yeas and Nays being called upon its passage, no quorum was found to be present.

YEAS—Messrs. Benjamin, Broderick, Brown, Clay, Pitch, Hunter, Iverson, Johnson of Tenn., Johnson of Ark., Mason, Reid, Seward, Shields, Slidell, Toombs, Ward, Yulee—17.

NAYS—Messrs. Chandler, Clark, Doolittle, Douglas, Foot, Foster, Gwin, Hale, Harlan, King, Lane, Seward, Smith, Trumbull, Wade—16.

After considerable delay in trying to come to an agreement to adjourn, Mr. BROWN moved a call of the Senate, and the Sergeant-at-arms was sent to summon the absentees. An arrangement, however, was made that a vote be taken upon the bill to-morrow without debate.

The Senate then at 11 o'clock adjourned.

HOUSE OF REPRESENTATIVES.

WASHINGTON, Thursday, Feb. 24.

The Post-Office Appropriation bill was taken up.

The question was taken on concurring in the amendment reported from the Committee of the Whole on the State of the Union, providing that the contract with BUTTERFIELD & Co. for carrying the Overland Mail shall be so construed as to allow them to carry it by any route they may select, according to the act of Congress under which said contract purports to be made, and it was negatived—99 against 102.

The proviso that the advertisements of the mail route proposals shall be published in two newspapers only in each State and Territory having the largest circulation, was rejected, 91 against 104.

The amendment to the appropriation of $80,000 for printing the blanks, that they shall be given to the lowest responsible bidder, was adopted, yeas 114, nays not counted.

The wrapping paper is to be furnished in the same way.

Among other amendments adopted was one providing that all sums heretofore appropriated to the erection of Post-office buildings, which shall remain in the Treasury unexpended at the close of the present fiscal year, are hereby reappropriated for those objects. The bill was rejected by 60 against 119.

Mr. BOCOCK, from the Select Committee to examine into the alleged frauds in the Naval contracts, presented a report from the majority of the Committee.

Messrs. BOCOCK, GROESBECK and READY join in a report:

First, on the management of the Brooklyn Navy-Yard. They take the position that appointments have long been made on political grounds; that on the incoming of the present Administration, the patronage thereof was concentrated to two or three districts. All these districts at the time were represented by Democrats. The delegation from the City of New-York and that neighborhood, petitioned the Secretary of the Navy to divide the patronage among them equally. Thereupon there was a great deal of confusion and controversy among the different members of the delegation, and between the delegation itself and the Secretary of the Navy; that great abuses had previously existed at the Yard, such as idleness, insubordination, levying of contributions by the master workmen on the men, and the appointment and retention of incompetent workmen.

The Committee admit all these abuses, but say they have not sprung from anything done, or any steps taken by, the present Secretary of the Navy, unless this policy of attempting to distribute the patronage equally to the cause of a part of the abuses. No complaints have been made to him on the subject, and no request to redress them in most of the cases; but so far as these abuses have been made known to him, he has promptly taken means to correct them.

In addition to this, he instituted measures for a reform in this particular Navy-yard. About a year and a half ago he issued an order that before a man was appointed to the place of master workman, he should be subjected to an examination as to his qualifications and character; that under his direction strenuous efforts were made to prevent a practice which obtained in the yard of men answering to their names at roll call and afterwards absenting themselves; that in addition to this, on the 14th day of December last, he issued an order giving power to the commander of the yard to discharge worthless and incompetent men—measures of reform, all of which were very important.

The Committee repeat he had endeavored to redress particular cases of abuse which came to his knowledge. The Committee, however, believe that the yard can never be managed in a proper manner, and a profitable way to the Government, until some regulation shall be adopted preventing appointments in the yard from being made on political grounds.

The Committee instituted particular examination into the manner in which the Navy Agent and Naval Storekeeper discharged their respective duties. No charge of malfeasance against them was proven; but it was proven that they had not devoted as much time and attention to their offices as the important duties thereof required.

The second point of examination is the anthracit coal agency. It was proven that Dr. HUNTER, the agent, has given no sort of attention to the duties of the office; but has entirely neglected it. He has a partner in the profits and duties of the office located at Philadelphia. But the partner has bestowed very little more time upon it than has the agent himself. He has left the management of the coal business in the hands of a large firm of coal dealers in Philadelphia, under the title of TYLER, STONE & Co. It appears that when over he gets a requisition for coal, he hands it over to them, and that they superintend the whole business of procuring the coal, shipping it, &c. The committee condemn the course of Dr. HUNTER and his partner, Mr. SMITH, but say that he has always been a gentleman of standing and character; that he lived in the neighborhood of the coal region, and had been engaged in the iron business, which tended to make him acquainted with the different kinds of coal; that he was recommended to this office by leading members of the Pennsylvania Legislature, and other influential citizens of Reading and Philadelphia; that since he has been in office there has been nothing to call the attention of the Department to his neglect of duty. No complaint has been made by anybody to the Secretary of the Navy on the subject. The coal is of the very best quality, and been furnished regularly for the use of the Government by the firm of TYLER, STONE & Co., and, it appears, at 40 cents per ton less than the Government had obtained it for up to the Spring of 1848.

In 1857, the Government bought coal at $4 23 per ton, and under this new agent purchased all the time at $3 65. It is true that a large number of gentlemen had sworn they could have furnished coal at a lower price, but the Committee are of opinion that they could not have furnished an article suitable for the Government use.

As to the selection of Dr. HUNTER, and his recommendation to the office by some of the applicants for agency themselves, the Committee say that the Secretary of the Navy had never been informed of the arrangement. The previous coal agent, Mr. TYSON, resided at reading, and had a partner residing at Philadelphia, as the present agent, also residing at Reading, has one at the same city. Some intimation was made to the President on this subject, but it was indefinite, and if the President understood anything about it, it was merely as to a division of duties, as heretofore.

In the firm of TYLER, STONE & Co., is Mr. BEACH, a nephew of Mrs. TOUCEY; but in making the arrangement with that firm Dr. HUNTER swears that he did so without the least intimation, or any request, direct or indirect, from the Secretary of the Navy that he desired him to do so; and so far as he knows or believes, the Secretary had neither knowledge or wish upon the subject.

The rate of compensation of the Coal Agent was fixed during Mr. FILLMORE'S Administration at the present price, and the present large amount of compensation was in consequence of the extraordinary demand for coal in connection with the Paraguay Expedition.

The third branch of the examination relates to the live oak contracts. Two dealers had live oak on hand—SWIFT, the most. At the time proposals were issued the Government had taken ships for the construction of seven new sloops-of-war, and the expedition to Paraguay had been authorised—much less time was allowed for delivery of the timber than heretofore, because it was wanted for the very soon. Some of it, which was immediately needed, was bought up and used by the Government before the time for awarding the contracts. The Secretary of the Navy, in his specifications, inserted an unusual clause, by which he reserved to himself the right not to award the contract on the bids of any party unless the price was a fair and reasonable one; so that if he wished to get the timber of these two men for the use of the Government, he would show to them and to the world that he did not intend to give them for it anything more than a fair price. When the bids came in under these proposals, these two men who had the timber (SWIFT and JAMES THOMAS) were not the lowest bidders. Others bid below them, and the contracts were awarded to them.

Immediately after the contracts were awarded, the contractors came to Washington and told the Secretary of the Navy that it was impossible for them to comply with the contracts. They knew when they made the bids that they could not get the timber in time, but relied upon getting the time extended for the delivery. Failing to comply with their contracts, the latter were declared void. Under the law, the Secretary had the right to contract with SWIFT or any other person, even if he had to give a higher rate than these men proposed to furnish the timber for, and charge the difference to the defaulting contractors. But SWIFT came forward and furnished the timber at each and all of the yards at the lowest price bid by any other party. The Committee believe that the price was fair, and that there was nothing in the transaction that in any way impeached the integrity of the officers of the Navy Department.

In 1854, while Mr. DOBBIN was in England, GEO. PLANT, whose wife has some family connection with SWIFT, entered into a contract or arrangement with SWIFT by the effect that he, PLANT, should endeavor to get contracts for him to supply timber on the condition of receiving ten per cent on the amounts of all the contracts. PLANT introduced SWIFT to the Secretary of the Navy, and other influential persons, and put him on good relations with all his friends. Soon After the Cincinnati Convention PLANT introduced SWIFT to Mr. BUCHANAN, but merely said that he was an "Old Line Whig," and that he had given him (the President) a cordial support. SWIFT, it appears, scrambled freely to the Presidential election. In introducing SWIFT to Mr. TOUCEY, PLANT made a similar remark. This was all that was ever said to the Secretary or to the President until sometime after the contracts for live oak in September last were awarded to SWIFT. Some time in October or November, while PLANT was at the White House, he showed the President the agreement with SWIFT, saying that SWIFT had refused to carry it out, and asked him if there could be any objection in prosecuting SWIFT for a non-fulfillment of the agreement of 1854; and the President replied he could see no objection to it, and that PLANT could do as he pleased.

It appears that SWIFT claims that his contract with PLANT only extended to the end of the last Administration.

The next and last branch of inquiry was in relation to the awarding of the contracts for the seven sloops-of-war ordered at the last session of Congress. There were seven contracts in all, and in awarding five of them it appears that no political or any other improper influence was resorted to by the different bidders; that the proposals were advertised according to the law; that the leading establishments in New-York, Philadelphia, Boston, Baltimore, and Hartford presented bids for each and all of the engines; and that the contracts were in every instance awarded to establishments of high reputation for undoubted mechanical efficiency. These bids were referred to a board of engineers, consisting of the Engineer-in-Chief and three Chief Engineers, and the contracts were given out according to the report of the board—in some cases unanimous, in others on the recommendation of the majority. Mr. MERRIN was a member of this board, and is the inventor of a boiler which was included in the plans of all the bidders, except two whose plans were decided on by the Board, of which he was a member; and the plans which did not include his boiler were rejected by every member of the Board. All of the plans for real competition included MERRIN'S boilers. The Committee find under the state of the case that no preference could have been given to any plan by MERRIN on that score, but suggested that it would have been better if he had not been put on that Board.

One of the contracts was awarded to MERRICK & SONS. Their bid was next to the lowest of seven. One was only 4,000 lower, and some bids about $40,000 higher. It further appears that the plan of the bid which was 10 per cent condemned by every member of the Board, and the plan of MERRICK & SONS was approved by every member of it. MERRICK & SONS are not politicians, and never undertake to influence their workmen. Two of the three incline to the opposition. In connection with this, a letter from Col. PATTERSON to the President recommending the firm—not for this particular contract, for they bid for many—was exhibited, but it fully appears, from the testimony generally and the statement of the Secretary of the Navy, that the President took no part whatever in it—made no examination of any bid for this or any other contract during his administration; but merely, in the course of business, as was shown by the testimony, referred this letter, by the common and usual indorsement, to the Navy Department, to which this subject properly belonged—the practice being to refer letters on business to the proper department.

When persons are implicated in the investigation by committees, witnesses are summoned at their request. As to the charge against J. GLANCY JONES in the annexed minority statement, he being out of the country could have no knowledge or notification of the existence of the charge. Therefore, so far as he is concerned, the evidence being altogether *ex parte*, the Committee think it wrong for them to pronounce or form any opinion upon the subject.

The Committee came to the conclusion that the action of the Secretary of the Navy has been judicious and careful; that he has been actuated only by a desire to get the best machinery at the lowest practicable cost, and would not venture or desire to change one of the contracts which he has made.

The Committee report resolutions to the following effect:

1. That the testimony taken in the investigation proves the existence of glaring abuses in the Brooklyn Navy-yard, and requires the interposition of legislative reform; that it is due to justice to declare that those abuses have been slowly and gradually growing up during a long course of years, and that no particular Administration should have the entire blame thereof.

2. That the coal agency, for some time past, has been in the hands of persons wholly inefficient and grossly incompetent, and that reform is needed in the regulations which exist on the subject; and that there is no proof which traces any knowledge of such inefficiency and incompetency to the responsible authorities in Washington.

3. While the Committe will never sanction or approve, on the part of any officer of the Government any favors to contractors, yet, if the Secretary of the Navy did contemplate any favor to SWIFT, he did not design to bestow it to the detriment of the Government, but that in all he did in this matter he kept always in view the good of the public and the interest of the service.

4. That in the letting of contracts for the construction of steam machinery for the use of the navy, during the present administration, nothing has been shown which calls for the interposition of the Congress of the United States; but it is manifest the present head of the Navy Department has displayed a very laudable zeal to secure the greatest amount of speed and efficiency attainable to said vessels.

Messrs. SHERMAN, of Ohio, and RITCHIE

CORRUPT CONVENTION.

Mr. BURRIS. I like Mr. Tooker that he regarded the contract as a good one. Mr. Burris, I think, does not like the contract, because it was not awarded to him. Mr. Burris, I have no doubt, is a very worthy man, and I have no doubt he would have done the work as well as any one else, if he had got the contract. Mr. Burris, I like the contract, because it was awarded to the lowest bidder. Sir, I am in favor of awarding all contracts to the lowest bidder. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent corruption. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent favoritism. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to friends. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to political partizans. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt politicians. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt contractors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Commissioners. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Supervisors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Aldermen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Councilmen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Aldermen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Councilmen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Supervisors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Commissioners. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Assessors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Collectors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Surveyors. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Engineers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Clerks. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Messengers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Doorkeepers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Porters. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Laborers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Hostlers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Stablemen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Hostlers. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Stablemen. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Porters. I am in favor of awarding all contracts to the lowest bidder, because I believe that is the only way to prevent the letting of contracts to corrupt Boards of Assistant Laborers

had have just had an interview with the Secretary of the Navy. He informs me that all the machinery will be given out on contract, except, perhaps, what is made in Washington. The Secretary will advertise for bids, but will not give out the contracts before [illegible]

[illegible] Now, I think I can save you a good deal of trouble by ascertaining the lowest bidders and the best terms for [illegible] Secretary has nothing to do; but you can [illegible] before being ready to make [illegible] contractors. I will write you soon in coop. and send [illegible] information. Yours, truly, J. GLANCY JONES.

Colonel W. B. Kane.

Under this agreement Mr. Jones did get work for the forge in 1858, for the steamer Wabash, amounting [illegible] $61,000, upon which he was credited, [illegible] payments. The contract for this work was made with Magaret & Sons.

Gen. Kirk ceased to be Secretary and Treasurer of the Company in the Spring of 1858, and was succeeded [illegible] by Mr. A. Bannister. Mr. Bannister testifies that she [illegible] sent with Mr. Jones was frequently spoken of in the meetings of the Board, when in journals of payments [illegible] and was agreed upon was spoken of. On [illegible] or three occasions the Board [illegible] Mr. Jones [illegible] to the contractors, that the Company was in [illegible] a position, pecuniarily, that he did not see how he could pay him any money than [illegible] He testified [illegible] that Mr. Jones was the agent of [illegible] company; and that the company had entered [illegible] with him or proposed within themselves to give him a certain per centage for such work as should be procured through his agency. He testifies that Mr. Jones did get work for them from the Government in [illegible], for the repair of the Delaware, the amount of which was $3,169 46, and that this sum was paid to the forge company by the Government. It also appears from the books of the company that the forge company did work for the Government in 1854, to the [illegible] amounting to $6,681 16, and for contracts under the Government for a large amount. Mr. Bannister continued in office but one year, and was succeeded by CHARLES MCCLENEGAN who is now in Rio Janeiro.

PETER MCLAUGHLIN became secretary on the 20th of September, 1858. The Company failed about three months afterwards. During all this time the forge did a large amount of work for the Government and the contractors. Mr. McCLENEGAN writes to the creditors of the Company under the date of Nov. 25, 1857, [illegible] our prospects for the future are very flattering, as we have at this time extensively secured the forging for three of the United States steamers, and a very fair chance for the forging of the remaining two, also the Government work which we at present are looking after."

The agency of Mr. Jones was known generally. At New-York it was supposed to be an ownership of the forge. Mr. BAKER, a partner or agent of the firm of MARRIOTT & SONS, Philadelphia, writes, under date of July 22, to the superintendent of the forge: "Colonel FLEASANTON, who is just from Washington, says it is a settled fact that two of the new sloops are to be built here." After suggesting that the forge had for the machinery of one of them, he inquires: "Will Mr. Jones support your proposition so as to get the job?" The reply of the Treasurer in due time declines the offer, and says: "Mr. Jones is also of opinion that it might seriously affect the interest of the Forge Company."

No account was opened with Mr. JONES in the ledger of the Reading Forge. The check-book of the Company was not before your Committee. How much he received for his services, how much is due to him still on his contract, it is impossible to tell. In the expense account, items of money paid to Mr. Jones at various periods were found as follows:

"Oct. 2, 1855. Office expenses debtor to the Farmers' Bank for check No. 632, drawn to pay J. GLANCY JONES' expenses to Washington on business for the Company.

"Nov. 26, 1855. Office expenses debtor to Farmers' Bank for this amount, check No. 736, sent to J. GLANCY JONES for expenses in procuring work for the Reading Steamboat. $250.

"Sept. 29, 1857. Office expenses for this amount, borrowed money of A. J. NICHOLS, to pay J. GLANCY JONES, [illegible] expenses to Washington on business for the Company, and returned the same in check No. 1,630, $100."

The undersigned therefore report that the Hon. J. Glancy Jones did, while a member of this House, enter into a contract with the Reading Forge Company by which he agreed to procure work for the Government, for which he was to receive five per cent commissions, that he did procure contracts to be made between the Government and said Reading Forge, on which he was interested to the amount of said commissions; and that he did receive money from said Company for said service.

The evil tendencies of such transactions are manifest. If members of Congress and other officers of the Government may be employed with money to solicit in the executive departments and bureaus for contracts and jobs, it cannot be expected that their influence will be resisted. The law will soon be disregarded, and offices, employments and contracts will be bartered and sold without regard to the public service.

By the first section of the Act of April 25, 1808, it is provided thus:

"No member of Congress shall, directly or indirectly, himself or by any other person whatsoever in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy, in the whole or in part, any contract or agreement hereafter to be made or entered into with any of the heads of the departments or with any person authorized to make contracts on the part of the United States; and if any member of Congress shall, directly or indirectly, himself or by any person whatsoever, in trust for him, or for his use or benefit, or on his account, enter into, accept of, agree for, undertake, or execute any such contract or agreement, in the whole or in part, every person so offending shall, for every such offence, upon conviction, be adjudged guilty of high misdemeanor, and shall fine [illegible] $3,000, and every such contract or agreement as aforesaid shall be absolutely null and void."

By the third section of the same act it is provided [illegible] "In every such contract or agreement to be made, or entered into, or accepted, as aforesaid, there shall be inserted an express condition that no member of Congress shall be admitted to any part of such contract or agreement, or to any benefit to arise therefrom."

The interest of Mr. Jones in the contracts between the Government and the Reading Forge Company, was certain, direct, and purely of a pecuniary nature.

By the third section of the act of Feb. 26, 1853, it is provided that, if any member of Congress shall, for compensation paid or to be paid, either certain or contingent, act as agent or attorney for prosecuting any claim against the United States, or shall receive any share or gratuity, or interest, in any claim, &c., he shall be liable to indictment as for a misdemeanor; the penalty is a fine of $5,000, or imprisonment, or both.

The clear design of these laws was to prevent a member of Congress from having any pecuniary interest in a contract with any officer of the Government; or in any other claim against the Government. Whether a contract or agency to procure contracts from the Government upon the compensation of a percentage on the amount of the contract, is embraced in the language of the law might be a matter of doubt; but it is clearly within the spirit of the law, and is most pernicious and corrupting in its effects. In the gain case an interest in the contract would be disclosed by the contract itself; while in the other case it may be more readily concealed or covered under the pretext of local interest for constituents.

The undersigned recommend, in order to remove all doubt as to the meaning of the act of April 26, 1808, the passage of a provision of law to punish as a misdemeanor any member of Congress who, for money, acts as an agent in procuring contracts with the Government.

After exposing similar corruptions in other cases, for which we have not room, the Committee conclude their report by recommending the adoption of the following resolutions:

Resolved, That the Secretary of the Navy has with the sanction of the President, abused his discretionary power in the selection of a coal agent, and in the purchase of coal for the Government.

Resolved, That the contract made by the Secretary of the Navy, bearing date of Sept. 23, 1858, with W. C. N. BLAKE, for the delivery of live oak timber, was made in violation of law, and in a manner unusual, improper, and injurious to the public service.

Resolved, That the distribution by the Secretary of the Navy of the patronage in the Navy-yard, among members of Congress, was destructive of discipline, corrupting in its influence, and highly injurious to the public service.

Resolved, That the President and Secretary of the Navy, by receiving and considering the party relations of bidders for contracts with the United States, and the effect of awarding contracts upon pending elections have set an example dangerous to the public safety, and deserving the reproof of this House.

Resolved, That the appointment by the Secretary of the Navy of DANIEL B. MARTIN, Chief Engineer, as a member of a Board of Engineers to report upon proposals for constructing machinery for the United States, the said MARTIN at the time being personally interested in some of said proposals, is hereby censured by this House.

All of which is respectfully submitted

JOHN SHERMAN,
DAVID RITCHIE.

LAW REPORTS.

COURT CALENDAR.—FRIDAY, Feb. 25.

SUPREME COURT—GENERAL TERM.—The balance of the Motion Calendar will be called, and Nos. 55, 6, 58, 59, 60, 64, 4, 56, 66 to 69 enumerated calendar.

CHAMBERS.—Nos. 153, 199, 206, 1005, 1565, 1566, 1580, 1735, 1819, 1790, 1999, 2032, 2036, 1899, 1900, 2065, 2102 to 2106, 2142, 2234, 2314, 2316, 2317, 2351, 2699, 2704, 2032, 2631, 2693, 2347, 2548, 2492, 2445, 2870, 2889, 2042, 2037½, 2669, 3075, 3097, 3110, 3122, 3147, 3137, 3143, 2993, 2982.

COMMON PLEAS—*Part 1.*—Nos. 80, 32, 81, 82.

Trial of Abraham B. Thompson for the Murder of Daniel Stackpole—The Recorder's Charge.

THIRD DAY.

COURT OF GENERAL SESSIONS.

Before the Hon. Recorder Barnard.

Mr. James T. Brady resumed his defence of Thompson, yesterday, by calling several witnesses to the character of his client, in respect to "peace and quietness." The responses were satisfactory to the counsel, and the witnesses appeared to be respectable and worthy of all credit. Their evidence terminated the case for the defence, after which Mr. Brady summed up to the Jury, in a somewhat brief but brilliant address. His chief point was, that there was only one wound given to the deceased, and that the testimony of the doctor who made the *post-mortem* examination, showed that that wound might have been given either with the bayonet, in the hands of Thompson or with the sword which Moore carried. The evidence on the side of the prosecution, and that of the defence was very conflicting, but it was shown by both parties that there was no shadow of pretence that Thompson had any quarrel with the deceased, or grudge against him. By a majority of the witnesses he was not seen mingling in the affray at all.

The Assistant District Attorney replied for the prosecution. The Recorder then delivered his charge to the Jury. It was quite impartial, and did great credit to His Honor's judicial position.

"The case submitted to you, gentlemen, (he said,) is one of the greatest interest and the deepest responsibility. Every such case, involving, as it does, the life or death of a human being, is calculated to impress strongly upon the minds of a Jury a sense of the important and careful examination necessary to be exercised by them in determining the guilt or innocence of the accused. To the prisoner, indeed, it is one of fearful responsibility, for his life is dependent on the result; while to the community it is of equal regard, inasmuch as the welfare of society depends upon the prompt and faithful administration of justice and execution of the law. Every case, especially if it be of a character [illegible] should be decided with a [illegible] regard of impartiality. Laying aside all exterior considerations, and give to all parties, high or low, rich or poor, respected or despised, the same [illegible] Human life is sacred, and should not be sacrificed unless there is a paramount necessity for so doing; but that necessity always exists, whenever it is made plainly to appear that an individual, without legal cause or excuse, has taken the life of a human being. Sympathy for the living should not blind you to the necessity of justice for the dead. Punishment is intended to accomplish a two-fold object—first, to mete out to an offender an adequate penalty for his violation of law; and, secondly, to operate as an example to the community at large.

The prosecution in this case alleges that Daniel Stackpole, on the 16th of November, 1858, at or near the River House, at Harlem, in the County of New York, came to his death by violence inflicted upon him by David Fox, Abraham B. Thompson, and Charles Moore. For the purpose of substantiating the charges made against the prisoners, the prosecution have introduced a number of witnesses, who have given you an account of the transaction as it appeared to their eyes. From the testimony of Doctor Donoghe, it became evident to me that David Fox was not a principal in the homicide. I shall therefore make such observations, bearing on the case, as shall strike me to be pertinent and proper, with reference solely to the question of the guilt or innocence of Thompson and Moore. Although only one, Thompson, is on trial, yet the testimony is of such a character that it becomes necessary to deal with it as though Moore and Thompson were on trial also. In this, as indeed in nearly every important case, especially where the transaction is seen by a large number of persons, statements have been given by different persons utterly at variance with each other, and indeed almost irreconcilable with truth. It is for you to look at and weigh the testimony of the different witnesses, to see which is true and which false,—and that can only be done by carefully sifting the evidence of each individual, and determining if he is corroborated or impeached. If he is impeached his testimony should be rejected, if not, received.

Two facts are admitted: First, that on the day in question Daniel Stackpole lost his life by violence; second, that it was so lost by his being stabbed by some sharp-pointed instrument in the hands of some person, leaving the only question to be decided by you as to who did it. If the facts proved do not render it morally certain that Thompson inflicted that fatal blow, then he cannot be convicted, unless you find from the evidence that Moore inflicted the blow, and that Thompson was acting in concert and aiding and abetting Moore. All persons who are present at the commission of a felony, aiding, abetting and assisting in the commission or execution thereof, are equally guilty. It must appear, however, either by positive or inferential testimony, that there was a common design on the part of Thompson, Fox and Moore to take the life of Daniel Stackpole. To constitute murder, a premeditated design need not have existed for any particular length of time; if, therefore, Moore or Thompson, as they approached the deceased and came near enough to stab him, first formed a design to kill him and in pursuance of such design did inflict a wound whereof he died, they are guilty of murder. The design to kill, however, must have been formed by both Thompson and Moore together. That is, they must have, both of them, had such an intention previous to the stab. It only one had such an intention, and he inflicted the blow, then the other is not guilty. There must have been a joint illegal intention to do the wrong on the part of both Moore and Thompson. If you find from the evidence that both Thompson and Moore were behind the deceased as he was ascending the Railroad bank, and that one of them inflicted the fatal blow, with the intent to kill, then he alone is guilty, unless both had a like wicked intention; in which case both are equally culpable. The intent to kill may be made to appear either by positive or inferential evidence—positive when it is evident from the declarations or confessions of a prisoner—or inferential from the nature of the transaction, the manner of the occurrence, character of the weapons used, or the determination manifested to accomplish the purpose. The law presumes that every man intends the natural and necessary consequences of every act deliberately done. If, therefore, a killing be proved, and nothing further shown, the law presumes that it was malicious and an act of murder. The burden of proof to overthrow this presumption lies with the prisoner.

The Recorder, after further reviewing the important points of the case, concluded by indicating to the Jury the different ways in which the law would allow them to arrive at a verdict. If they found that the stab, which caused the death of Stackpole, was inflicted by Thompson, then Thompson must be convicted of murder. If they found that the stab was inflicted by Moore, Thompson aiding and abetting, then both were guilty in the eye of the law, and they must convict Thompson. If Moore pursued Stackpole with the intention of killing him, and Thompson pursued him, with no such intention, then Thompson, not being aware of Moore's intention, was not guilty of murder. If they were unable to find that Thompson pursued Stackpole with a murderous intent, they might find him guilty of manslaughter in the third degree. If they had any doubt as to his complicity in the fatal transaction, any reasonable and rational doubt, they must acquit him altogether.

The Jury retired from the Court, and were absent fifteen minutes. They returned with a verdict of "Guilty of Manslaughter in the Third Degree." They were dismissed with the thanks of the Court. The prisoner will be sentenced on Saturday.

SUPREME COURT—SPECIAL TERM.—FEB. 24.

Before Justice Sutherland.

Felix W. Minaldi vs. *Concetta N. Minaldi*—Report confirmed, and judgment of divorce granted.

Before Justice Ingraham.

James L. Jackson vs. *John Sweeny et al.*—Referred to R. C. Beamish to appoint a receiver to take the necessary security.

Aaron W. Bean vs. *Thomas B. Rhell.*—Referred to R. C. Beamish to appoint receiver to take security.

Hugh Ward vs. *Francis B. Dane et al.*—Motion granted on payment of $10 costs.

George J. N. Zebriski et al. vs. *Isaac P. Prosser.*—Motion denied. Plaintiff's costs $10, to abide event.

Mary G. Miller et al. vs. *Augustus Miller.*—Motion granted, that next friend pay the costs within ten days, or show cause on the first Monday in March next, why attachment should not issue.

David Leavit, Rec. vs. *John L. Graham et al.*—Reference ordered to Stephen Cambreling.

John A. Davis vs. *D. C. Newell.*—Motion granted without costs.

SUPERIOR COURT—SPECIAL TERM.

Before Justice Hoffman.

Henry Traumann vs. *Anthony Gies.*—Motion for a new trial denied, with $7 costs.

COMMON PLEAS.—TRIAL TERM.

Before Judge Daly.

Hart vs. *Beers.*—In this case, which was a suit brought to recover possession of certain property, and was reported in yesterday's TIMES, the Jury found a verdict for the plaintiff. They assessed the value of the property at $475, the amount claimed.

Recent Cases.

ACTION OF TORT—SEVERANCE OF DAMAGES—REPORT OF REFEREE.

P. O'Shea vs. *J. G. Shea and James B. Kirker.*—(Superior Court, General Term.)—Mr. P. O'Shea is a bookseller of some years standing in this City, and Mr. J. G. Shea is author of the *History of Catholic Missions* and other works, published by the house of Dunigan & Brother. In 1856 Mr. Shea experienced some difficulty in respect to the receipt of letters, owing to his name being confused with that of Mr. O'Shea. Mr. Shea published a card stating that he was "a different person from Patrick O'Shea;" and also that "letters and papers for him (Shea) are constantly by misdirection sent to that person, (O'Shea,) who takes the liberty of keeping, answering and acting on them. This card was published in a circular, under the name of Edw. Dunigan & Brother, which establishment was carried on by Kirker.

P. O'Shea commenced this action for libel; it was referred to a referee; who found as matter of fact, among other things, that the plaintiff did not keep, answer or act upon letters which were by misdirection sent to him; and that the alleged libelous matter was wantonly and unjustifiably made and published; and that the plaintiff is entitled to recover damages.

He *severed the damages*, finding "that the plaintiff has sustained damages from the defendant Kirker to the amount of $150, and damages from the defendant, John G. Shea, to the amount of $600."

On this report the plaintiff entered *one* judgment against both defendants for $600; from which the present appeal was taken.

The Court, Chief Justice Bosworth delivering the opinion, sustains the judgment. They hold that in an action for a joint tort, where it is established that all defendants jointly did the wrong complained of, the damages cannot be severed. The plaintiff, in such a case, is entitled to a judgment against all, jointly, for the whole amount of damages which it is proved that such wrong caused him. If the action had been tried by a jury, and they had severed the damages as the referee did, such a judgment as was entered could not be reversed on the mere ground that it had been entered against all for the larger sum.

That the provisions of the Code as to the trial of actions by referees, and as to the judgment to be entered upon their report, did not make it necessary that a new trial should be ordered, or preclude the plaintiff from entering a judgment against all defendants for the larger damages found.

The following is an extract from the concluding portion of the opinion:

"The questions presented by this appeal may be briefly stated thus: These defendants have been sued together, and are charged with having jointly committed a tort. On a trial of the issues joined in the action between them and the plaintiff it has been proved that they jointly did the wrong, and that the plaintiff has been damaged thereby to the amount of $600. These facts have been established by competent and sufficient evidence. Judgment has been entered against both defendants for $600. This is the proper judgment. To the facts that the Referee severed the damages, assessing them at $150 against one defendant and at $600 against the other, and decided that judgment should be entered accordingly, require a reversal of the judgment that has been entered? Or shall such severance of damages and the decision founded on it be disregarded, and the judgment which is right in itself and according to law, be affirmed. We are of opinion that it should be affirmed."

JAS. T. BRADY—for appellant; Wm. Fullerton for respondent.

SURETY—WHEN DISCHARGED BY NEW AGREEMENT WITH PRINCIPAL—SUBROGATION.

Emil Heineman vs. *Killiam V. R. Lansing.*—(Supreme Court—Circuit.) This was a cause tried by the Court without a jury. The proceedings, as on the trial, were reported in the TIMES of January 21. The action was on a promissory note. Acker & Harris were merchants doing an extensive business and borrowed money of the plaintiff on the hypothecation of sundry collaterals; among which was the note in suit, which was an accommodation note lent by defendant to Acker & Harris. A. & H. failed, and made a general assignment for the benefit of creditors, giving preferences to some of them. Subsequently, in connection with the other preferred creditors, signed a consent that the assignee might sell the assigned property on six months' credit, and might sell at a discount not exceeding a certain rate, the notes taken for such sales.

D. Lord, for defendant, insisted that defendant, being mere surety to plaintiff for Acker & Harris, the plaintiff had transferred with the defendants rights and perilled them, to such a degree as to discharge the surety.

The agreement allowing the assignee to sell on credit, was mutual between the creditors, and that mutuality constituted a valid consideration—and the arrangement made the assignment void, *ex post facto*, and thus endangered the position of the surety, who had a right to be subrogated in the place of the creditors.

J. W. Edmonds, for plaintiff, insisted that the right of subrogation did not attach until payment by the surety, citing Ontario Bank *vs.* Walker, 1 Hill, 502; Matthews *vs.* Aikin, 1 Comst., 595; and in this case the defendant, by paying this note, could at once have come into possession of all the rights of the plaintiff under the assignment unimpaired. That the contract of suretyship implied the right in the surety to expect that the creditor will not wantonly lose or destroy the claim against the principal debtor with the intention of calling back on the surety. (1 Pars. on cont., 512.)

And that the arrangement between the creditor and the debtor which, discharges the surety, is one which interferes with the right of the surety to pay the debt, and have an immediate session of all the creditor's remedies against the principal. (Bangs *vs.* Strong, 4 Comst., 325.) Here there had been no such interference.

Besides, here was no time given for the payment of the debt; and the giving time to operate as a discharge of the surety, must operate on the very instrument by which the surety is bound. (United States *vs.* Hodge, 6 How. U. S. R., 282.) And the act which is to discharge the surety must be one injurious to the surety. (1 Story Eq. J., § 325,) which this is not.

CLERKE, J.—Even supposing that the defendant stands in the relation of surety for Acker & Harris, there is no proof whatever of a valid agreement by the plaintiff to the principal debtors, extending the time for the payment of the debt.

On this ground, then, the defence completely fails. It can only rest on the allegation that the plaintiff intermeddled with the fund from which the debts would otherwise have been paid. This may, under certain circumstances, be sustained as an equitable defence, but the evidence does not disclose such a depreciation of the assigned property to render it insufficient, ultimately, for the discharge of all the debts of Acker & Harris. Moreover, if the defendant claims to be a surety, he could have paid the principal debt, when or after it became due. He would then have been subrogated to all the rights of the plaintiff, and would have been enabled to exercise all the control over the assigned property, which he complains the plaintiff has exercised. I think he cannot, on the ground of equity, set up any act of the plaintiff which he, by fulfilling his contract in due time, taking up his notes might have prevented.

Judgment for plaintiff. Note, $1,627 10, with interest from the time of entering judgment.

GENERAL MARKETS.

NEW-YORK, Thursday, Feb. 24, 1859—6 P. M.

The reported receipts of the principal kinds of Produce, since our last, have been 27 bbls. Ashes, 4,795 bbls. and 528 bags Flour, 377 bushels Wheat, 410 bushels Malt, 1,722 pkgs. Provisions, and 239 bbls. Whisky.

ASHES—The demand is fair, and prices are sustained. Pots, $5 02½@$5 68¾; Pearls, $5 87½ ₱ 100 lbs.

COTTON—Has been in very slack demand, and sales have been confined to 300 bales at, nominally, previous figures.

NEW-YORK CLASSIFICATION.

	Upland.	Florida.	Middling.	N. O. & Tex.
Ordinary, ₱ lb...	10	10	10¼	10¼
Middling, ₱ lb...	11¼	11¾	12	12¼
Middl'g Fair, ₱ lb.	12¾	12¾	13	13¼

FLOUR AND MEAL—The demand is good for desirable lots of State and Western Flour, but the prices generally offered by purchasers do not satisfy holders, who are steadily increasing their claims. Hence business exhibits less vigor. Sales have been made of 9,500 bbls. within our revised range.

Unsound State, ₱ bbl...	$4 90@ 4 60
Superfine State...	5 30@ 5 50
Extra State...	5 20@ 5 10
Superfine Western...	5 40@ 5 60
Fancy Ohio...	5 55@ 5 65
Extra Indiana and Michigan...	6 10@ 7 50
Extra Ohio...	6 35@ 7 75
Fancy Genesee...	6 25@ 6 35
Extra Genesee...	6 65@ 8 00
Low to very choice Extra Missouri...	6 75@ 8 75

Southern Flour is in pretty active request at buoyant prices. Sales 2,250 bbls. at $6@$8 30 for mixed and straight brands; and $6 35@$8 75 for low fancy to very choice extra brands, ₱ bbl. Best family extra Knoxville brands bring $8 75 ₱ bbl. Canadian Flour, Rye Flour and Corn Meal remain as last noticed.

GRAIN—Wheat is in good request, and good, clean lots are held with much firmness, the supply of which, immediately available, is moderate. Sales have been reported since our last of 23,500 bushels, including fair White Michigan at $1 50; mixed Western, at $1 25@$1 40; unsound Chicago Spring, at 98c.; prime White Kentucky, at $1 73@$1 75; mixed Southern, at $1 45, ₱ bushel. Corn is quiet, to-day, owing, in part, to the advanced prices asked by holders for sound lots, especially of new. Sales have been confined to about 6,500 bushels, at 83c.@85c. for good to choice new Yellow Jersey and Southern; 82c.@85c. for ordinary to choice new White Southern; 81c.@83c. for ordinary to good new White Jersey; and (nominally) 84c.@86c. for old mixed Western, ₱ bushel. Rye is selling, in lots, at 83c.@86c. ₱ bushel. The receipts and available supply are quite limited. Barley is in active demand, and is depressed at from 75c.@95c. ₱ bushel. Oats are moderately inquired for at former rates. Canada and Prince Edward's Island, 61c.@63c.; Western, 60c.@62½c.; State, 54c.@57c.; Jersey and Pennsylvania, 50c.@54c.; Southern, 47c.@53c. ₱ bushel.

HAY—Sales 40 bales North River at 70c.@75c. ₱ 100 lbs.

PROVISIONS—Pork has been purchased to the extent of only 700 bbls., in lots, at $18 25 for new Mess; $17 75 for old Mess; $20 25 for clear; and $13 25 for prime, ₱ bbl., the market closing heavily. Cut Meats are more plenty, and are in demand, including Hams at 8¾c.@9¾c., and Shoulders at 6¼c.@7c. ₱ lb. Bacon is more abundant and is depressed, at 8¾c.@10¾c. ₱ lb. Lard has been less freely dealt in, sales having been confined to 500 lbs. and bbls., in lots, at 11¾c.@12¾c. for ordinary to strictly prime, ₱ lb. Beef is in good request and is stiffly held. Sales, to-day, 550 bbls., in lots, at $9@$11 for repacked Western Mess; $11 50@$12 25 for extra do.; $8@$9 50 for Country Mess; $6 75@$7 25 for do. Prime, ₱ bbl.; Prime Mess Beef, $17@$20 ₱ tc. Beef Hams, $14 50@$17 75 ₱ bbl. Butter is in request at 11c.@19c. for Ohio; 16c.@23c. for common to good State, and 25c.@27c. for prime to choice State, ₱ lb. Cheese is in demand at 9c.@11¼c. ₱ lb.

RICE—Sales have been reported of 125 tcs., in lots, chiefly at $3 50@$4 ₱ 100 lbs.

SUGARS—The demand has been less active, yet prices have not varied; sales, to-day, 120 hhds. New-Orleans, at 7c.@8c., and 185 hhds. Cuba Muscovado, at 6¾c.@7c. ₱ lb.

TALLOW—Sales 8,000 lbs. on private terms.

WHISKY—Sales 300 bbls., chiefly at 27c. ₱ gallon.

FREIGHTS—For Liverpool, there were taken 600 bbls. Resin, at 1s. 10½d.; 150 boxes Cheese and 15 tons Seed, at 25s.; 10 hhds. Tobacco, at 20s.; 119 bales do., at 2s., and 20 boxes do., at 18d. For Bremen, 100 boxes Extract Logwood, on private terms. For other ports nothing really new.

LECTURES.

RUTGERS INSTITUTE COURSE.

OF

ASTRONOMICAL LECTURES

BY

Prof. O. M. MITCHEL.

The third Lecture in this Course, at Rutgers-st. Church, SATURDAY EVENING, Feb. 26. Subject—*An examination of the Astronomical Illustrations and Allusions found in the Bible.*

Doors open at 6¾; Lecture to commence at 7½ o'clock. Tickets 25 cents, obtained at the door, and on Broadway at Hall & Son's; D. Appleton & Co.'s; Crowens and Breusing's Bookstores; at Ivison & Phinney's, No. 48 Walker-st.; on Grand-st. at Lord & Taylor's, and Adam's; at apothecary's, No. 6 Bowery; corner East Broadway and Market-st.; corner East Broadway and Jefferson-st.; corner Division and Clinton-sts., and at the Institute, No. 304 Madison-st. HENRY M. PRICE, Principal.

JUDGE EDMONDS' GREAT LECTURE, "SPIRITUALISM IN HISTORY," ONLY 6 CENTS. Published in the *Spiritual Telegraph*. Get it at the periodical depots, or it will be mailed to order. Address CHARLES PARTRIDGE, No. 125 Maiden-lane.

GYMNASIUM.—MR. HENRY GEBHARD respectfully informs physicians, parents, guardians and all lovers of physical exercises that his new course of Therapeutic Gymnastics, as far as they are calculated to remove existing diseases and anomalies, particularly of Orthopedic Gymnastics, when directed against the various deformities of the human body, innate or acquired, and also of Hygienic Gymnastics, as far as they are calculated to prevent diseases, to preserve health and vigor up to the highest age, and to insure a sound and normal development of the growing body, will commence on MONDAY next, for classes for Ladies, Gentlemen and Children will be formed. For circulars address to the GYMNASIUM, Stuyvesant Institute, No. 659 Broadway.

HATFIELD YOUNG MEN'S CHRISTIAN ASSOCIATION.—The Rev. T. L. CUYLER will deliver a lecture in the Course, this evening, in Dr. Hatfield's Church, corner 40th-av. and 31st-st., on MONDAY EVENING, Feb. 28, by the Rev. HENRY WARD BEECHER. Subject—*Christian Commonwealth.* Mr. S. LASAR will play on the organ Mendelssohn's "Antigone of Sophocles," commencing at 7½ o'clock. Lecture will commence at 8 o'clock. Tickets, 25 cents, can be had at the door, or of John McKeehnie, No. 440 Sixth-av.; Samuel Colwell, 261 8th-av.; J. Ranney, No. 291 Broadway; Pamphurn & Candee, No. 160 8th-av.; A. W. Walker, No. 262 8th-av.

SPIRITUALISM.—THE REV. T. W. HIGGINSON, of Worcester, Mass., will deliver a lecture before the New-York Spiritual Association, at Dodworth Hall, No. 806 Broadway, next SUNDAY MORNING, the 27th inst., at 10½ o'clock. Subject: *Dangers and Extravagances of Spiritualism.* And in the evening at 7½ o'clock. Subject: *Unfair Objections to Spiritualism.* Seats free in the morning. Admittance 10 cents in the evening.

A LECTURE BY FRANCIS JOHN TUCKER on Physiognomy (the face) will be given at Clinton Hall, Astor-place, New-York, on FRIDAY EVENING, the 25th inst. The Lecture will be illustrated by various diagrams, busts and paintings. Tickets, 25 cents. For sale at the principal book stores and at the door.

THE IDOLATRY OF THE NINETEENTH CENTURY.—Last lecture but one of the "Catholic Sunday Evening Course," next SUNDAY EVENING, at Mozart Hall, No. 663 Broadway, by J. VINCENT HUNTINGTON, author of "Blonde and Brunette," "Lady Alice," &c. Tickets 25 cents.

DR. GILBERT LECTURES THIS EVENING in the Attorney-st. Church, near Delancey, on *The Digestive Organs, and showing how Blood is Made and circulated, &c.* A private lecture to ladies at 3 P. M., and to gentlemen on SATURDAY EVENING at 7½.

AMUSEMENTS.

[illegible]
LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
OUR AMERICAN COUSIN.
OUR AMERICAN COUSIN.
OUR AMERICAN COUSIN.
ONE HUNDRED AND TWELVE NIGHTS.
ONE HUNDRED AND TWELVE NIGHTS.
ONE HUNDRED AND TWELVE NIGHTS.
ONE HUNDRED AND TWELVE NIGHTS.
100,000 PEOPLE HAVE SEEN IT!
100,000 PEOPLE HAVE SEEN IT!
100,000 PEOPLE HAVE SEEN IT!
100,000 PEOPLE HAVE SEEN IT!
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.

The evening's entertainments will conclude with a series of pictures, simple and unpretending in their nature, and designed as a living illustration of the

LIFE OF WASHINGTON,

and consisting of the following:

WASHINGTON AS A SURVEYOR.
WASHINGTON AS A FARMER.
WASHINGTON AS A SON.
WASHINGTON AS A GENERAL.

Private Circle seats may be secured one week in advance, without extra charge. 25 cents each.

Doors open at 6½; to commence at 7½ o'clock precisely.

NOTICE

MR. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING.
OUR AMERICAN COUSIN.
MR. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING.
A CAPITAL FARCE.
Mr. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING.
OTHER ENTERTAINMENTS.
BOX BOOK NOW OPEN.

BROADWAY THEATRE.

Proprietor and Manager.....Mr. E. EDDY

THIS EVENING, Feb. 25,
Will commence with the pleasing drama of
ASMODEUS.
To be followed by the Drama of
LITTLE KATY.
To conclude with the farce of THE ETON BOY.
REMEMBER
THIS (FRIDAY) EVENING, Feb. 25,
FAREWELL BENEFIT
FAREWELL BENEFIT
OF THE
BEAUTIFUL STAR SISTERS,
BEAUTIFUL STAR SISTERS,
Who will appear, by general desire, in the great local drama of the
HOT CORN GIRL.
HOT CORN GIRL.
Also in
ASMODEUS IN NEW-YORK.
ASMODEUS IN NEW-YORK.
and the
NEW-HAVEN STUDENT.
NEW-HAVEN STUDENT.
GIVE THEM A BUMPER.

NIBLO'S GARDEN.

WIXON & CO.'S EQUESTRIAN TROUPE.
THIS AFTERNOON AND EVENING, Feb. 25.
DAN RICE,
THE POPULAR
THE COMIC MULES.
Mlle. JEANNETTE ELLSLER,
Mr. N. AUSTIN,
All the regular corps
OF RIDERS, ACROBATS, ATHLETES AND PANTOMIMISTS!
GAMES OF THE CURRICULUM!
No performances Saturday Afternoon.
Monday Evening—First performance of the grand Moral and Fairy Spectacle of CINDERELLA.
Open at 1 and 6½. To commence at 2 and 7½ o'clock.

THE VETERAN
EVERY NIGHT
AT WALLACK'S THEATRE.
THE OLD COLONEL
EVERY NIGHT AT WALLACK'S THEATRE.
LEON DELMAR
EVERY NIGHT AT WALLACK'S THEATRE.
THE IRISH VIZIER
EVERY NIGHT AT WALLACK'S THEATRE.
Mrs. McSHAKE, AMINEE, BLANCHE, EUGENIE,
THE FAIR,
AND
THE THREE SUPERB TABLEAUX.
EVERY NIGHT AT WALLACK'S THEATRE,
being the twelfth week of
MR. WALLACK.
Doors open at 7; commence at 7½.

PURDY'S NATIONAL THEATRE.

Chatham-st., near Roosevelt.
THIS EVENING, Feb. 25,
The entertainment will commence with
O'NEAL THE GREAT.
To be followed by the comic drama of
ENGAGEMENTS BY SEA AND LAND.
The whole to conclude with the Drama of
DON CÆSAR DE BAZAN.
Doors open at 6¾; Curtain will rise at 7 o'clock.

BOWERY THEATRE.

Lessees.....Messrs. G. L. Fox and J. W. Lingard.
Prices of Admission—Boxes, 25 cents; Pit, 12 cents; Gallery, 12 cents.
THIS EVENING, Feb. 25,
OUTLANDISHER.
THE INCENDIARY.
THE WANDERING MINSTREL.

CAMPAIGNS
OF
WASHINGTON,
HOPE CHAPEL, NO. 720 BROADWAY.

These truly splendid and colossal Pictures, 26 in number, painted by Mr. McNEVIN, are exhibited EVERY EVENING, at 7½ o'clock, and on WEDNESDAY and SATURDAY AFTERNOONS, at 3 P. M.

Mr. DE CORDOVA, Lecturer.

As an indorsement of the high excellence of these paintings, we are permitted to use the names of Colonel Alex. Hamilton, Major Chase, (late Chief-Engineer U. S. A.,) Dr. J. W. Francis and other eminent citizens.

Admission 25 cents; children under 10 years 13 cents. Schools and Associations specially treated with.

WASHINGTON'S BIRTHDAY.

Free Exhibition,
FOR ONE WEEK.
The Houdon Statue of
WASHINGTON,
Copied in Solid Bronze, (life-size,)
By HUMARD.
Will be Exhibited,
FREE OF CHARGE,
For One Week,
At No. 532 Broadway,
Opposite St. Nicholas Hotel.

WOOD'S MINSTRELS,

No. 561 and 563 Broadway.
OPEN EVERY EVENING.
THE OLDEST AND LARGEST COMPANY IN THE CITY.
GLORIOUS SUCCESS OF THE NEW PANTOMIME.
Mr. D. C. WAMBOLD and his ballads.
SELECT NEGRO MINSTRELSY,
To conclude with (second week) an entirely new Pantomime, entitled
THE MYSTIC SPELL,
with new scenery, machinery, dresses, properties, &c.
Doors open at 6¾; to commence at 7½ o'clock.
Tickets 25 cents; children under 10 years, 13 cents.

ON EXHIBITION,
GIGNOUX'S GREAT MOONLIGHT
OF NIAGARA FALLS,
(belonging to Mr. Belmont.)
Admission 25 cents, for the benefit of the
Children's Aid Society and Child's Hospital,
Under the patronage of Mrs. Du Bois, Mrs. D. D. Field, Mrs. Ed

The New-York Times.

NEW-YORK, FRIDAY, FEBRUARY 24, 1860.

THE NEW-YORK TIMES (daily) is published every morning (Sundays excepted), at No. 154 Nassau-st.
THE NEW-YORK TIMES (semi-weekly)—THE SEMI-WEEKLY TIMES is published on Tuesdays and Fridays, at $2 per annum in advance, or $3 if not paid within six months.
THE NEW-YORK TIMES (weekly)—THE WEEKLY TIMES is published every Saturday morning, at $2 per annum in advance, or $3 if not paid within six months.
Single copies of any of the editions, 2 cents each.
Letters from correspondents should be addressed to the Editor of THE NEW-YORK TIMES, No. 154 Nassau-st.
Business letters should be addressed to the Publisher.
Advertisements will be inserted in the DAILY, SEMI-WEEKLY and WEEKLY TIMES.
Rates of Advertising—Daily Times, 10 cents per line; Semi-Weekly Times, 15 cents per line; Weekly Times, 25 cents per line.
Cash must accompany all orders for advertisements.
Advertisements for the Daily Times must be left before 10 o'clock A. M.; for the Semi-Weekly Times before 12 M. on Tuesday; for the Weekly Times before 12 M. on Thursday.
Advertisements for the Daily Times will be inserted in the Semi-Weekly and Weekly Times, at the option of the publisher, without charge.
Advertisements for the Semi-Weekly Times will be inserted in the Weekly Times, at the option of the publisher, without charge.
Advertisements for the Daily Times will be inserted in the Tri-Weekly Times, at the option of the publisher, without charge.
Advertisements for the Semi-Weekly Times will be inserted in the Tri-Weekly Times, at the option of the publisher, without charge.
Advertisements for the Weekly Times will be inserted in the Tri-Weekly Times, at the option of the publisher, without charge.
Advertisements for the Tri-Weekly Times will be inserted in the Weekly Times, at the option of the publisher, without charge.
Advertisements for the Daily Times will be inserted in the Semi-Weekly Times, at the option of the publisher, without charge.
Advertisements for the Daily Times will be inserted in the Weekly Times, at the option of the publisher, without charge.
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Advertisements for the Tri-Weekly Times will be inserted in the Weekly Times, at the option of the publisher, without charge.

NEWS OF THE DAY.

The Royal Mail steamship Canada arrived at Halifax last evening, bringing a week later intelligence from Europe. She left Liverpool on the 15th inst. The proceedings in Parliament had been of a very unsettled character. Affairs on the Continent appear to be still in a very unsettled condition. The French Ministry and authority reports to the Corporation on the Electric Telegraph. Also the Report of the Committee on the Mayor's Message, and in the management of the Croton Aqueduct, and

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CLOSE BUYERS
Can call at short notice.

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Now open.

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Of every description.

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Engravings and Wooden Cuts executed in improved style.
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MOUNTAIN'S INDIA STORE, NO. 623 BROADWAY,
Supplies with India & new stock of the choicest Fruits, Confectionery, Pickles, Sauces, Condiments, Spices, Teas, Coffees, &c. Also, a fine Assortment of Fancy Goods, Cutlery, Perfumery, Brushes, &c. Families and Hotels supplied on the most favorable terms.

DESIRABLE GOODS
SOOTH & TUTTLE,
Corner Chambers, Church and Warren sts.,
Are constantly receiving fresh supplies of
DESIRABLE GOODS
In their line, which they invite the attention of
Wholesale Buyers
To visit their Store before purchasing elsewhere.

CLOSE BUYERS
Are call to short credit.

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FOR SALE—THE TWO ISLANDS NEW BROWN
Stone House No. 113 and 115 Macdougal-street, being
No. 2 stone front, 2 story high basement, and rear 3-story
brick building, with 2 story brick stable in the yard. Each
house contains 10 rooms, with gas fixtures throughout,
and will be rented ready for occupancy by the 1st of May.
For particulars apply to the owner, on the premises.

FOR SALE—OR TO LET—THE HOUSE NO.
1 Fourth-st., Brooklyn, Long Island, 3 doors from the
Fulton Ferry, 3 stories high, with basement, 20 feet front
by 50 feet deep, with all the modern improvements, and
in complete order. Possession given immediately. Apply
to WM. H. HALL, No. 66 Lawrence-st.; or 99 Front-st.,
Brooklyn.

FOR SALE—THE HOUSE NO. 20 CLARK-ST.,
Brooklyn Heights, 3 stories high, with basement, 20 feet
front by 50 feet deep, with all the modern improvements,
and in complete order. Possession given immediately.
Apply to WM. H. HALL, No. 66 Lawrence-st.; or 99 Front-st.,
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FOR SALE—OFFICE HOURS AND LOT NO. 37
Pine-st. Monthly between Nassau and William sts. Apply
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FOR SALE—THE THREE-STORY MODERN
Brick Dwelling No. 10 Lexington-av., with all the modern
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FOR SALE—THE HANDSOME HIGH STOOP
Brown Stone House No. 109 East 16th-st., completely furnished
and decorated. Terms easy. Apply to J. H. YOUMANS,
No. 108 East 31st-st., or to R. LUDLOW, 14 Pine-st.

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Brown Stone House No. 159 East 16th-st., completely furnished
and decorated. Terms easy. Apply to J. H. YOUMANS,
No. 108 East 31st-st., or to R. LUDLOW, 14 Pine-st.

WANTED—FROM THIS DAY MAY 1ST, THE UP-
per part of a house, containing 6 or 7 rooms, with gas fixtures
and water, in a good locality. Rent not to exceed $200. Address
H. B., Herald Office.

WANTED—FOR A TERM OF YEARS, FROM THE
1st of May, an old-fashioned three story brick or stone
house, between Nineteenth and Twenty-first sts., and Fifth-av.
and the Bowery. Rent not to exceed $1,000. Address
E. W. JOHNSON, 32 Ann-st.

HOUSES & ROOMS WANTED.

WANTED TO PURCHASE—IN JERSEY CITY
or Hoboken, Brooklyn or Williamsburg, a small house
in a pleasant location, not far from the ferries; prime must
not exceed $5,000 for which $600 will be paid in cash, and
the balance in yearly payments. Address or speak with
stamps, Location, Price and other particulars, for one week,
A. B. C., Herald Office.

$600 CASH FOR A TWO-STORY HOUSE
and lot of ground, suitable for mechanic, situated within
10 minutes of Canal-st. Apply at the premises, or at MORTIMER
SMITH'S Office, No. 61 Nassau-st.

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LATEST FROM EUROPE.

ARRIVAL OF THE STEAMER ARCTIC—SIX DAYS LATER NEWS.

LATEST FROM THE IMPERIAL GOVERNMENT.

ABDICATION EXPECTED OF LOUIS NAPOLEON.

ARRIVAL OF THE ARCTIC.

HALIFAX, Monday, Feb. 24, 1851.

The steamer Arctic arrived at Halifax at 1 o'clock this morning, and left at 4 o'clock for New-York.

She brings Liverpool dates to Saturday, February 15, inclusive.

The Arctic sailed from Liverpool on the 5th inst., and had a passage of 10 days 12 hours to Cape Race.

She brings 200 passengers and $1,000,000 in specie.

The Arctic reports having passed the steamer Pacific, from New-York for Liverpool, on the 13th inst., in lat. 51, lon. 30